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MAY 24 1954

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RECEIVED  
 MAY 24 1954  
 DEPT. OF THE ARMY  
 WASHINGTON, D. C.  
 Date: \_\_\_\_\_ By: 3293f

The Honorable Hubert B. Scudder  
 U. S. House of Representatives  
 Washington 25, D. C.

Dear Mr. Scudder:

This letter is in further reference to the letter you received from John Baker, Jr., of Petaluma, California and my subsequent telephone conversation with you in California concerning the construction of the radio [redacted] at [redacted] 25X1A6a  
 [redacted] for the [redacted]

25X1A7a  
 25X1A6a

One of the main points which Mr. Baker raises is that the subcontractors are not receiving timely payments for their work. The payments for this construction are made to the general contractor, and it is he who is liable for the payments to the subcontractors. Review of our files indicates that in April the project was over ninety percent complete, and that the payments to the contractor were quite in order and that the contractor has received his payments in accordance with the terms of the agreement.

It is noted that Mr. Baker questions the competence of the "contracting officer in charge" -- Mr. [redacted], whom he charges as having "held up this project from being completed in the 120 days originally scheduled, to what will probably be more than half a year". The fact is that the terms of the contract allowed six months for completion and not 120 days. 25X1A9a

Mr. Baker states further that [redacted] drew the plans himself and cites as an example of Government incompetence the fact that the Government allowed [redacted] both to draw the plans and be the contracting officer and inspector. For the record and in fairness to [redacted], the following facts are brought to your attention: [redacted] is not the contracting officer for this project but is the project engineer representing our contracting officer at the site. In so far as we are able to determine, the general contractor has not requested [redacted] removal. Staff architects have visited the construction site, as is normal with any construction project. [redacted] did not participate in the production of the plans and specifications. The architectural and structural drawings and construction specifications were prepared by Public Building Service personnel on a reimbursable basis, and the mechanical drawings were drawn up by a local mechanical engineering firm. [redacted] is registered as a professional 25X1A9a 25X1A9a 25X1A9a 25X1A9a 25X1A9a 25X1A9a 25X1A9a

architect in three states and is a member of the National Council of Architectural Registration Boards, which certifies him to engage in practice in any of the 48 states upon application and payment of registration fees. His supervision of the construction is solely with the general contractor, who is bonded for both performance and payments of the subcontractors and material claims.

It will be appreciated, in any further correspondence you may have with Mr. Baker, that you continue to refer to the contract as with the [redacted] rather than the Central Intelligence Agency.

25X1A7a

25X1A7a

Mr. Baker's original letter is being returned to you herewith.

Your consideration of this matter is much appreciated.

Sincerely yours,

Walter L. Pforzheimer  
Legislative Counsel

Encl.

OGC/WLP:js (22 May 54)

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